

RETURN DATE: SEPTEMBER 20, 2022	:	SUPERIOR COURT
	:	
PATRICIA MORTIMER	:	J.D. OF TOLLAND
	:	
V.	:	AT ROCKVILLE
	:	
LAUREL HILL OF STAFFORD CONDOMINIUM ASSOCIATION, INC AND WESTFORD REAL ESTATE MANAGEMENT, LLC	:	August 1, 2022

COMPLAINT

**COUNT ONE: (PATRICIA MORTIMER v. LAUREL HILL OF STAFFORD
CONDOMINIUM ASSOCIATION, INC– NEGLIGENCE)**

1. At all times mentioned herein, the Plaintiff, Patricia Mortimer (hereinafter the “Plaintiff”), was and continues to be a resident of the State of Connecticut with her primary residence being in the Town of Stafford Springs.

2. At all times mentioned herein, the Westford, Laurel Hill of Stafford Condominium Association, Inc (hereinafter the “Defendant”), was, and continues to be, a domestic corporation duly licensed to do business and actively conducting business within the State of Connecticut.

3. At all times mentioned herein, the Defendant, its agents, servants, and/or employees controlled, possessed, managed and/or maintained the premises located at 46 Edgewood Street in Stafford Springs, Connecticut (hereinafter the “Premises”).

4. At all times mentioned herein, it was the duty of the Defendant to exercise reasonable care and diligence to provide and maintain a reasonably safe environment on its Premises for use by tenants, owners and invitees, including but not limited to the Plaintiff, Patricia Mortimer.

5. At all times mentioned herein, it was the duty of the Defendant, through its agents, servants and or/employees, to maintain the Premises in a fit and habitable condition that is reasonably safe for tenants and owners such as the Plaintiff, including exterior walkways thereon.

6. On or about February 11, 2021, the Plaintiff, Patricia Mortimer, was lawfully upon the aforesaid Premises where she exited her condominium unit and entered the parking lot when she was, suddenly and violently, caused to slip and fall due to the presence of thick ice on the parking lot pavement she was treading thereon (hereinafter the “Incident”).

7. As a result of the Incident, the Plaintiff sustained and suffered the personal injuries and losses hereinafter set forth.

8. The aforesaid Incident, and the personal injuries and losses sustained by the Plaintiff, Patricia Mortimer, as a result thereof, were caused by the negligence and/or carelessness of the Defendant, its officers, agents, servants, and/or employees, in one or more of the following ways:

- a. In that it failed to ensure that the Premises—including the exterior areas such as the paring area of the Premises—was maintained so as to be reasonably safe for individuals such as the plaintiff;
- b. In that it knew or should have known that the Plaintiff would necessarily need to walk upon said parking lot as a means of egress and ingress to the Premises, and nevertheless failed to correct or remedy the dangerously icy condition of said parking area;
- c. In that it allowed the parking area to be and remain in the aforesaid dangerous condition, although it knew, or in the exercise of due care should have known, that same was likely to cause injury to tenants/invitees, including but not limited to the Plaintiff, and nevertheless failed to remedy the condition of the unsafe surface;
- d. In that it failed and neglected to take reasonable precautions to prevent injury to the Plaintiff—such as treating the parking lot with salt or sand or removing accumulated snowfall—when it knew or reasonably should have known of the dangerous condition, as above mentioned, upon the Premises;

- e. In that it maintained the Premises in the aforementioned dangerous and/or defective condition;
- f. In that it failed to remedy said dangerous and/or defective condition, as above mentioned, although doing so was reasonably necessary under the circumstances;
- g. In that it was in the habit and/or practice of neglecting to properly treat ice and snow on this exterior areas of the Premises, even though such neglect was unreasonably dangerous to individuals treading thereon, including but not limited to the Plaintiff;
- h. In that it failed to place a barrier and/or warning sign in the area of the ice covered parking area to prevent, including but not limited to the Plaintiff, from treading thereon;
- i. In that it failed to make proper and reasonable inspection of the condition of the parking area on the Premises to identify and/or to rectify safety hazards;
- j. In that it failed to adopt, promulgate, and or/enforce rules, policies, and/or procedures concerning the prompt inspection of defective and/or hazardous areas of the Premises; and
- k. In that it failed to adopt, promulgate, and/or enforce rules, policies, and/or procedures concerning the prompt correction of defective and/or hazardous areas of the Premises.

9. As a proximate result of the negligence and/or carelessness of the Defendant, the Plaintiff, Patricia Mortimer, has suffered the following injuries and losses as set forth below, some or all of which being permanent in nature:

- a. Right arm pain;
- b. Right ulna fracture requiring surgery;
- c. Right radius fracture requiring surgery;
- d. Right shoulder pain;
- e. Right shoulder injury;
- f. Sprain/strain of the muscles and tendons of the upper right extremities;

- g. Back pain;
- h. Back injury;
- i. Injuries to the nerves, muscles and soft tissues of her body; and
- j. Mental, physical, and emotional trauma, pain, distress, and suffering.

10. As a further result of this incident, the Plaintiff, Patricia Mortimer, has been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, physical therapy, x-rays, surgery, medicines and the like, and will likely be obligated for further such sums in the future, all to her further loss and detriment.

11. As a further result thereof, the Plaintiff has incurred, and will likely continue to incur, a loss of wages.

12. As a further result thereof, the Plaintiff has been, and will likely continue to be, unable to pursue her usual activities, all to her further loss and detriment.

COUNT TWO: (PATRICIA MORTIMER v. WESTFORD REAL ESTATE MANAGEMENT, LLC – NEGLIGENCE)

1. At all times mentioned herein, the Plaintiff, Patricia Mortimer (hereinafter the “Plaintiff”), was and continues to be a resident of the State of Connecticut with her primary residence being in the Town of Stafford Springs.

2. At all times mentioned herein, the Defendant, Westford Real Estate Management, LLC (hereinafter “Westford”), was, and continues to be, a domestic limited liability corporation duly licensed to do business and actively conducting business within the State of Connecticut.

3. At all times mentioned herein, Westford, its agents, servants, and/or employees controlled, possessed, managed and/or maintained the premises located at 46 Edgewood Street in Stafford Springs, Connecticut (hereinafter the “Premises”).

4. At all times mentioned herein, it was the duty of Westford to exercise reasonable care and diligence to provide and maintain a reasonably safe environment on its Premises for use by tenants, owners and invitees, including but not limited to the Plaintiff, Patricia Mortimer.

5. At all times mentioned herein, it was the duty of Westford, through its agents, servants and or/employees, to maintain the Premises in a fit and habitable condition that is reasonably safe for tenants and owners such as the Plaintiff, including exterior walkways thereon.

6. On or about February 11, 2021, the Plaintiff, Patricia Mortimer, was lawfully upon the aforesaid Premises where she exited her condominium unit and entered the parking lot when she was, suddenly and violently, caused to slip and fall due to the presence of thick ice on the parking lot pavement she was treading thereon (hereinafter the “Incident”).

7. As a result of the Incident, the Plaintiff sustained and suffered the personal injuries and losses hereinafter set forth.

8. The aforesaid Incident, and the personal injuries and losses sustained by the Plaintiff, Patricia Mortimer, as a result thereof, were caused by the negligence and/or carelessness of Westford, its officers, agents, servants, and/or employees, in one or more of the following ways:

- a. In that it failed to ensure that the Premises—including the exterior areas such as the paring area of the Premises—was maintained so as to be reasonably safe for individuals such as the plaintiff;
- b. In that it knew or should have known that the Plaintiff would necessarily need to walk upon said parking lot as a means of egress and ingress to the Premises, and nevertheless failed to correct or remedy the dangerously icy condition of said parking area;
- c. In that it allowed the parking area to be and remain in the aforesaid dangerous condition, although it knew, or in the exercise of due care should have known, that same was likely to cause injury to tenants/invitees, including but not limited to the Plaintiff, and nevertheless failed to remedy the condition of the unsafe surface;

- d. In that it failed and neglected to take reasonable precautions to prevent injury to the Plaintiff—such as treating the parking lot with salt or sand or removing accumulated snowfall—when it knew or reasonably should have known of the dangerous condition, as above mentioned, upon the Premises;
- e. In that it maintained the Premises in the aforementioned dangerous and/or defective condition;
- f. In that it failed to remedy said dangerous and/or defective condition, as above mentioned, although doing so was reasonably necessary under the circumstances;
- g. In that it was in the habit and/or practice of neglecting to properly treat ice and snow on this exterior areas of the Premises, even though such neglect was unreasonably dangerous to individuals treading thereon, including but not limited to the Plaintiff;
- h. In that it failed to place a barrier and/or warning sign in the area of the ice covered parking area to prevent, including but not limited to the Plaintiff, from treading thereon;
- i. In that it failed to make proper and reasonable inspection of the condition of the parking area on the Premises to identify and/or to rectify safety hazards;
- j. In that it failed to adopt, promulgate, and or/enforce rules, policies, and/or procedures concerning the prompt inspection of defective and/or hazardous areas of the Premises; and
- k. In that it failed to adopt, promulgate, and/or enforce rules, policies, and/or procedures concerning the prompt correction of defective and/or hazardous areas of the Premises.

9. As a proximate result of the negligence and/or carelessness of Westford, the Plaintiff, Patricia Mortimer, has suffered the following injuries and losses as set forth below, some or all of which being permanent in nature:

- a. Right arm pain;
- b. Right ulna fracture requiring surgery;
- c. Right radius fracture requiring surgery;

- d. Right shoulder pain;
- e. Right shoulder injury;
- f. Sprain/strain of the muscles and tendons of the upper right extremities;
- g. Back pain;
- h. Back injury;
- i. Injuries to the nerves, muscles and soft tissues of her body; and
- j. Mental, physical, and emotional trauma, pain, distress, and suffering.

10. As a further result of this incident, the Plaintiff, Patricia Mortimer, has been forced to incur financial obligations for hospital and medical care and treatment, diagnostic studies, physical therapy, x-rays, surgery, medicines and the like, and will likely be obligated for further such sums in the future, all to her further loss and detriment.

11. As a further result thereof, the Plaintiff has incurred, and will likely continue to incur, a loss of wages.

12. As a further result thereof, the Plaintiff has been, and will likely continue to be, unable to pursue her usual activities, all to her further loss and detriment.

WHEREFORE, the plaintiff claims:

1. Monetary Damages;
2. Interest and Costs; and
3. Such other and further relief as the Court may deem fair and equitable.

THE PLAINTIFF
PATRICIA MORTIMER



By _____
Pamela L. Cameron, Esq.
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433 South Main Street,
Suite 328
West Hartford, 06110
Telephone: 203-399-0000
Juris #: 438704

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: **V.** : **AT ROCKVILLE**
: **LAUREL HILL OF STAFFORD** :
: **CONDOMINIUM ASSOCIATION, INC** : **August 1, 2022**

STATEMENT OF AMOUNT IN DEMNAD

The amount in demand, exclusive of interest and costs, is in excess of FIFTEEN THOUSAND DOLLARS (\$15,000.00).

THE PLAINTIFF
PATRICIA MORTIMER



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